

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT
AGENDA

DATE: MONDAY, MAY 3, 2010
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE TWO PUBLIC HEARINGS TONIGHT
ORDINANCE NO. 56 – 2010 AT 7:05PM – STREET RENAMING
ORDINANCE NO. 47 – 2010 AT 7:15 PM - REZONING
6-2 EXCUSE TOWNSEND

1. ROLL CALL ^{4/24}
2. INVOCATION BY COUNCILMAN RON MANG
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 58 – 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Margaritas Mexican Grill to provide an economic development "inducement grant" to assist the company in locating its restaurant in Massillon, and declaring an emergency.

ORDINANCE NO. 59 – 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0
AN ORDINANCE repealing amended Ordinance No. 54 – 2010 in its entirety, and declaring an emergency.

ORDINANCE NO. 60 – 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0
AN ORDINANCE indicating what services and zoning conditions the City of Massillon, Ohio, will provide to the US 30 – Richville Drive Area Annexation, upon annexation, and declaring an emergency.

ORDINANCE NO. 61 – 2010

BY: ENVIRONMENTAL COMMITTEE

PASS 8-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the grant agreement with the Ohio Department of Development to assist in the performance of a Phase II Environmental Assessment on the former Republic Steel Property, and declaring an emergency.

ORDINANCE NO. 62 – 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 Street Resurfacing Project in the City of Massillon, and declaring an emergency.

MONDAY, MAY 3, 2010

ORDINANCE NO. 63 - 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

Pass 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 CDBG-R Target Neighborhood Street Resurfacing Project in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 64 - 2010

BY: FINANCE COMMITTEE

Pass 8-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the Park & Recreation Fund, General Fund and the Economic Development Fund, for the year ending December 31, 2010, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM BETH A MOSBERGER DBA STUDIO CITY BILLARDS 641 LINCOLN WAY W SUITE B MASSILLON OHIO 44647 TO ELKS ONE INC DBA FIREHOUSE GRILLE & PUB 48 2ND ST MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR APRIL 2010
- B). AUDITOR SUBMITS MONTHLY REPORT FOR APRIL 2010

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 43 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

Pass 7-1 (CATAZARO - Pres)

AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Plan; authorizing the execution and filing of the application and related assurances and certifications, and declaring an emergency.

ORDINANCE NO. 47 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

Pass 8-0

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from Tuscarawas Township (No Zoning) to R-1 Single Family Residential.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 55 – 2010

BY: ENVIRONMENTAL COMMITTEE

PASS 8-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the purchase of one waste packer truck for the City of Massillon Solid Waste Department, and declaring an emergency.

ORDINANCE NO. 56 – 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

2ND READING
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to rename Isabella Avenue SW running east/west between Duncan Street SW and Jackson Street SW to Mark Ross Avenue SW, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE MAY 3, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 58 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Margaritas Mexican Grill to provide an economic development "inducement grant" to assist the company in locating its restaurant in Massillon, and declaring an emergency.

WHEREAS, the City of Massillon carries out a variety of economic development programs designed to promote the creation and expansion of business and industry in the community; and

WHEREAS, Margaritas Mexican Grill desires to locate its restaurant at 45^{1st} Street NW, and

WHEREAS, the City of Massillon proposed to assist Margaritas Mexican Grill in this location of its restaurant by providing an economic development "inducement grant", the purpose of which is to help offset the company's costs in locating its restaurant to Massillon.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with Margaritas Mexican Grill providing an economic development "inducement grant", in a total amount not to exceed Two Thousand Dollars (\$2,000.00) for the purpose of assisting the restaurant in locating to Massillon.

Section 2:

In return for this economic development grant assistance, Margaritas Mexican Grill shall provide the City with information regarding the number of jobs that it has provided as a result of the restaurant's location in Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the health, safety, and welfare of the community and for the additional reason that it is necessary to improve the economic climate of the community through the expansion of business and employment opportunities. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2010

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

ATTEST: _____
FRANCIS H. CICCHINELLI, JR. MAYOR

DATE: MAY 3, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 59 - 2010

passed

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE repealing amended Ordinance No. 54 – 2010 in its entirety, and declaring an emergency.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

Amended Ordinance No. 54 - 2010 be and is hereby repealed in its entirety.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2010

APPROVED _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: MAY 3, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

ORDINANCE NO. 60 - 2010

LEGISLATIVE DEPARTMENT

passed

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE indicating what services and zoning conditions the City of Massillon, Ohio, will provide to the US 30 - Richville Drive Area Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting that their property, US 30 - Richville Drive Area Annexation be annexed to the City of Massillon, Ohio, pursuant to the applicable provisions of Ohio Revised Code Chapter 709.023 and

WHEREAS, Ohio Revised Code Section 709.023(C) requires that upon receiving notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, the Ohio Revised Code requires that before said meeting the Municipal Legislative Authority to adopt an ordinance stating zoning buffering conditions, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code section 709.023(C), and

WHEREAS, it is required by Section 709.023 (E) (7) of the Ohio Revised Code, that no street or highway will be segmented by municipal/township boundary line as to create a maintenance problem; and if a street or highway is divided, the municipality agrees to assume all maintenance of such street or highway as part of the annexation.

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation, consents to the same, consents to the zoning proposal contained herein, and

WHEREAS, the Stark County Commissioners will schedule a date and time for consideration of the petition.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT

Section 1:

The City will maintain the following roadways for the subject area to be annexed: the full width sections of Nave Street, Richville Drive, Stump Avenue and Cincinnati Street as shown on the US 30/Richville Drive Area Annexation map. Also full width sections of US 30 as required by the State of Ohio and as shown on the US 30/Richville Drive Area Annexation map.

Section 2:

Sanitary sewer is already available to the proposed area and the City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, the Municipal Fire Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department, and the services of the City of Massillon Administration within approximately one year of the annexation. The City of Massillon will also maintain the full width of the pavement along the frontage of the subject area to be annexed.

Section 3:

If this territory is annexed and if the City of Massillon permits uses in the annexed territory that the City of Massillon determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within Perry Township, the Massillon City Council will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Perry Township. For the purpose of this section, "buffer" includes open space, landscaping, fences, walls, and other structured elements: streets and street right-of-way; and bicycle and pedestrian paths and sidewalks.

Section 4:

The Council of the City of Massillon consents to this proposed annexation and further consents to the zoning proposal contained in Section 3 herein.

Section 5:

This Ordinance is hereby declared to be an emergency measure for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners setting a date and time for the public hearing. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2010

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: MAY 3, 2010

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 61 - 2010

passed

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the grant agreement with the Ohio Department of Development to assist in the performance of a Phase II Environmental Assessment on the former Republic Steel Property, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to sign the grant agreement with the Ohio Department of Development to assist in the performance of a Phase II Environmental Assessment to determine the environmental suitability of the former Republic Steel Property.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign the grant agreement with the Ohio Department of Development to assist in the performance of a Phase II Environmental Assessment to determine the environmental suitability of the former Republic Steel Property. The City of Massillon has been award a Three Hundred Thousand Dollar (\$300,000) grant through the Clean Ohio Assistance Fund which will be used for the study. No city dollars will be used for the performance of the study.

(SEE ATTACHED GRANT AGREEMENT HERETO)

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that the grant is necessary for the performance of the Phase II Environmental Assessment for the former Republic Steel Property. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

GRANT AGREEMENT

(Clean Ohio Assistance Fund - Phase II Assessment)

This Grant Agreement ("Agreement") is made and entered into by and between the **Director, Ohio Department of Development** ("Grantor") and City of Massillon ("Grantee"), for the purpose of assisting the Grantee with a Phase II Property Assessment of a Brownfield located at 410 Oberlin Avenue Southwest, Massillon, Ohio, 44647 (Stark County) also known as the former Republic Steel Facility ("Project") and further described in Attachment A, *Scope of Work*, which is attached hereto and made a part of this Agreement hereof, and also further described in Grantee's Application, which shall be made a part of this Agreement as if attached hereto. This Agreement shall have the Ohio Department of Development ("ODOD") Grant Control Number of 10-059 ADMN.

BACKGROUND INFORMATION

Grantee submitted an initial Application on September 8, 2009, to the Grantor to receive Clean Ohio Revitalization Fund "Assistance Fund" money to conduct a Phase II Property Assessment at the Project Property.

On March 1, 2010, Grantor considered this Application. After due consideration, Grantor, by the authority vested in it by O.R.C. 122.656, approved the Application in the amount described below in Section I of this Agreement.

The Controlling Board voted on April 5, 2010, through Controlling Board Action No. DEV0101003, to make available to Grantor money in the amount of Three Hundred Thousand Dollars and No/100 (\$300,000.00) to fund this Agreement with Grantee.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and subject to the following conditions, the parties hereby agree as follows:

I. Grant of Funds.

Subject to the terms of this Agreement and to the availability of appropriated funds, Grantor hereby grants funds to Grantee in the amount of Three Hundred Thousand Dollars and No/100 (\$300,000.00) or the actual total cost of the Project, whichever is less, ("Funds") for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project as set forth in Attachment A. All Funds shall only be spent on the Project and at the Project Property. Grantee shall receive the Funds granted herein on a reimbursement basis upon submission to Grantor and approval by Grantor of proper documentation detailing costs for Eligible Activities incurred by Grantee and as further set forth in Section V of this Agreement.

II. Grant Administration and Notices.

- A. This Agreement shall be administered on behalf of Grantor through ODOD's Office of Urban Development.
- B. All notices required of Grantor or Grantee pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid; by a delivery service that can provide proof of mailing and receipt by both parties; or by verifiable electronic or facsimile transmission to the addresses or numbers listed below or to such other addresses or numbers as a party to this Agreement may designate.
- C. All notices to Grantor, including reports, documents, correspondence, disbursement requests, change orders and actions, required of Grantee pursuant to this Agreement shall be submitted to:

Mr. William Murdock, Director
Urban Development Division
Ohio Department of Development
77 South High Street, 26th Floor
Columbus, Ohio 43215
FAX 614.466.4172

- D. All notices to Grantee shall be submitted to:

The Honorable Francis F. Cicchinelli, Jr., Mayor
City of Massillon
151 Lincoln Way East
Massillon, Ohio 44646
FAX 330.830.1764

III. Definitions.

As used in this Agreement:

- A. "Agreement" means this grant agreement and all of the terms, provisions, and conditions set herein and agreed to by and between Grantor and Grantee.
- B. "Application" means all documents and/or disks that Grantee submitted to Grantor to receive Clean Ohio Revitalization Fund "Assistance Fund" money including all subsequent changes and additions made to these documents and/or disks up to the Effective Date of this Agreement.
- C. "Brownfield" means the same as that term is defined in O.R.C. §122.65(D).
- D. "Development Partner" means an entity, if any, that joined with Grantee in the submission of the Application.

E. "Effective Date" means the date of signature by Grantor in Section XVII. of this Agreement.

F. "Eligible Activities" means those activities required to directly accomplish a Phase II Property Assessment.

G. "Funds" means the amount of money Grantor grants to Grantee in this Agreement or the actual total cost of the Project, whichever is less.

H. "Ineligible Expenses." The following expenses are not eligible for reimbursement:

1. Administrative costs, in accordance with O.R.C. §122.65(E), §§122.657(G) and 122.658(D) and as further set forth by Policy §5.05 and repeated here, to include, but not limited to, the following:

- a) Application preparation;

- b) Costs to comply with public participation requirements;

- c) Preparation of disbursement requests; or

- d) Legal fees, audit and construction management fees related to the Application and/or Project implementation.

2. Tire removal and disposal, in accordance with Policy §3.02.

3. Removal of underground storage tanks and remediation of petroleum leaked from the tank, in accordance with Policy §3.03.

4. Removal of solid wastes, except to the extent that the solid waste is co-mingled with hazardous substances or petroleum, as defined in O.R.C. §122.65(E), in accordance with Policy §3.04.

5. The construction of new facilities located at the Project, except for facilities necessary for environmental remediation, in accordance with Policy §3.05.

6. Any other expenses reasonably deemed to be ineligible by Grantor.

- I. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to the Grantee, any Grantee employee, a Development Partner, any Development Partner employee, contractor, contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Project or in connection with a subcontract at any tier relating to this Project.

J. "O.R.C." means the Ohio Revised Code.

- K. "Phase II Property Assessment" means the same as that term is defined in Ohio Administrative Regulation 3745-300-07.
- L. "Policy" means the Clean Ohio Assistance Fund Policies, as adopted by Grantor.
- M. "Project" shall refer to the Phase II Property Assessment, as that phrase is defined herein, of the Project Property.
- N. "Project Completion Date" means the date the Phase II Property Assessment Report is submitted to Grantor.
- O. "Progress Report" means the Grantee shall submit a report to ODOD at the beginning of each quarter of the Term of the agreement following the Effective Date as described in Section VIII of this agreement.
- P. "Disbursement Manual" means the ODOD COAF and CORF Disbursement Request Procedure Manual, which outlines disbursement procedures and provides disbursement guidelines, as from time to time may be amended. Disbursement Manual is made available via ODOD website: <http://clean.ohio.gov/BrownfieldRevitalization/InformationForGrantees.htm>.

IV. Securing Consultant(s) or Contractor(s).

- A. Grantee agrees that the procurement of goods, as defined in COAF policy and statutes, for which reimbursement is requested from the Funds shall be through a competitive procurement process if the aggregate cost of such goods is equal to or greater than Thirty Thousand Dollars (\$30,000.00). Where the procurement of such goods is conducted pursuant to a procurement process required or allowed by the Ohio Revised Code for a Municipality, County Township, or Port Authority, such procurement process meets the requirements of this paragraph. Where the procurement of such goods is not subject to a procurement process required or allowed by the Ohio Revised Code, the Grantee agrees that the procurement of such goods shall be through a process whereby the Grantee solicits at least three qualified bids for goods supported by bid specifications; and receives at least two responses; and enters into an agreement with the respondent providing the lowest and best bid for the provision of goods. In any procurement of goods through a competitive procurement process, whether that process is prescribed by the Ohio Revised Code or this Agreement, the Grantee shall provide deliverables to the Grantor as described in Section VIII of this Agreement.
- B. Where performance of Eligible Activities are carried out by a Development Partner or a consultants or contractor of Grantee or Development Partner, Grantee shall make the provisions of this Agreement binding on such Development Partner or consultants or contractor. However, Grantee has the ultimate legal responsibility for insuring compliance with requirements of the Agreement.
- C. Grantee agrees that the procurement of services, as defined in COAF policy and statutes, where the aggregate cost of such services is equal to or greater than Thirty Thousand Dollars (\$30,000.00) shall be through a qualification based process.

Where the procurement of such services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee is encouraged to employ the procedures outlined in O.R.C. Chapter 153 as a safe harbor. In any procurement of services through a qualification based process whether that process is prescribed by the Ohio Revised Code or this Agreement, the Grantee shall provide deliverables to the Grantor as described in Section VIII of this Agreement

V. Disbursement.

- A. Disbursement requests for the Project will be processed subject to, but not limited by, the following requirements:
1. Costs were incurred as a result of Eligible Activities;
 2. Costs were included in the Application;
 3. Costs were required within the scope of the Project as evidenced by Attachment A;
 4. Costs were incurred on or after the Effective Date of this Agreement; and
 5. Costs were incurred pursuant to a valid contract or subcontract for this Project.
- B. Ineligible Expenses will not be reimbursed.
- C. Payments to Grantee will be made on a reimbursement basis, once every thirty (30) days with invoice submittals. Grantee shall submit a disbursement request form for payment of Eligible Activities, which shall include any and all invoices, vouchers, paid receipts, pay stubs, signed time sheets, or other supporting documentation. Grantor shall be the sole judge of the adequacy of such documentation. If Grantor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Grantee. Costs incurred by Grantee which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to Grantor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Grantee under this Agreement.
- D. Grantee may submit a request for disbursement once every thirty days (30) in the manner indicated in Sections V(C) and VIII(A).
- E. Disbursement requests shall be promptly reviewed by ODOD and such review shall include, among other things, a determination of the eligibility of the expenses included in each request pursuant to the disbursement criteria and other requirements set forth above. Based upon its review of a request for disbursement, ODOD may deny the request, in whole or in part, for failure to meet the disbursement criteria or other requirements set forth above. In the event of a complete or partial denial of a disbursement request, ODOD shall notify Grantee in

writing, including a statement of specific reasons for such complete or partial denial. Notice of denial, in whole or in part, and voucher preparation shall occur within Forty (40) days after receipt. In the event Grantor denies a disbursement request, Grantee shall have the right to resubmit said disbursement request with additional information, which the Grantor shall in good faith reconsider. ODOT will prepare a voucher for approved disbursement requests and forward the same for payment to an account designated by Grantee. If such an account bears interest, then all interest income earned from such an account shall be used to the direct benefit of the Project. All such monies, if any, shall be accounted for in the reports.

VI. Grantee Deliverables.

A. Grantee shall provide or cause to be provided to Grantor all of the following:

1. Copy of declarations page or certificate of insurance showing Grantee, Development Partner, or Consultants(s) or Contractor(s) comprehensive general liability insurance coverage, as described in Section IX(A) of this Agreement.
2. Requests for disbursement of Funds as described in Section V(D) of this Agreement.
3. Progress Reports of the Project, which are to be submitted every 90 days due the first day of the quarter following the Effective Date
4. The Certification of No Outstanding Liabilities (Attachment D), which is hereby attached and incorporated into this document.
5. Phase II Property Assessment Report prepared in accordance with American Society of Testing Materials (ASTM) standards.

B. Grantee must submit Items 1 and 4 of Section VI(A) prior to the first disbursement request. ODOT will not process any requests for disbursement without the submittal of Items 1 and 4.

VII. Term of Agreement.

A. The term of this Agreement ("Term") shall be from the Effective Date to the Project Completion Date. The Project Completion Date shall be the earlier of November 8, 2011 or upon submission and acceptance of the Phase II Environmental Assessment. The Project Completion Date may be extended upon written approval of the Grantor.

B. If it is anticipated that Grantee will not have completed the Project by the Project Completion Date, Grantee must request an extension of time for the Project Completion Date within thirty (30) days before the Project Completion Date, unless otherwise agreed upon by Grantor. It will be within the sole discretion of Grantor to grant such extension of time.

VIII. Reports and Submittal Deadlines.

- A. Grantee shall provide to ODOD Progress Reports, to be submitted every ninety (90) days due on the first day of the quarter following the Effective Date (January 1, April 1, July 1, or October 1) during the Term. The Progress Report shall include a description of all work completed for each task, beginning and end dates of field work, proposed tasks and objectives for the previous quarter, and any recent significant events regarding the Project.
- B. Phase II Property Assessment Report. Grantee shall submit to Grantor a Phase II Property Assessment Report within the time period specified in Section VII of this Agreement. The Phase II Property Assessment Report shall be prepared in accordance with ASTM standards. Notwithstanding any other provision in this Agreement, Grantor shall withhold ten percent (10%) of Funds pending receipt of the Phase II Property Assessment Report.
- C. An authorized representative of Grantee shall certify as accurate the information contained in the Progress Reports and Phase II Property Assessment Report and sign a statement to such effect.
- D. If the last date on which a report is due falls on a Saturday, Sunday, or a legal holiday, as defined by O.R.C. §1.14, then the report must be received on the next succeeding day that is not a Saturday, Sunday, or a legal holiday.
- E. In addition, Grantee shall supply Grantor with any additional reports containing such information as Grantor may from time to time reasonably require. All costs incurred by Grantee in complying with the reporting requirements contained in this Agreement shall be borne by Grantee and shall not be an allowable expense of the Funds.

IX. Other Grantee Requirements.

- A. Liability Insurance. Grantee, Development Partner(s), or contractor shall obtain and maintain comprehensive general liability insurance with a minimum of one million dollars (\$1,000,000) combined single limit, for claims that may arise from their operations under this Agreement, naming Grantor and the State of Ohio as additional insured parties. The evidence of insurance sent to Grantor shall contain a clause to the effect that cancellations, reductions, or restrictions shall not be made without thirty (30) days prior written notice to Grantor. The cost of liability insurance required by Grantor is not a reimbursable expense. If Grantee is self-insured, Grantee may, in lieu of the above requirement, submit to Grantor a letter from Grantee's auditor stating substantially that it would protect and indemnify Grantor and the State of Ohio in a like manner.
- B. Accounting of Funds. The Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement

and shall be supported by contracts, invoices, vouchers, paid receipts, pay stubs, signed time sheets, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement shall allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

X. Falsification of Information.

Grantee affirmatively covenants that it has not knowingly and intentionally made any false statements to Grantor in the process of obtaining this grant of Funds. If Grantee has knowingly and intentionally made a false statement to Grantor to obtain this grant of Funds, Grantee shall be required to return all Funds immediately pursuant to O.R.C. §9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. §9.66(C)(1). Any person who knowingly provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. §2921.13(F)(1), which is punishable by a fine of not more than one thousand dollars (\$1,000) and/or a term of imprisonment of not more than one hundred eighty (180) days. Furthermore, any person who knowingly violates O.R.C. §122.652(A)(2) by signing an affidavit certifying that an applicant for these Funds did not cause or contribute to the release of hazardous substances or petroleum at a Brownfield that is the subject of the Application may be guilty of a felony, pursuant to O.R.C. §122.99, which is punishable by a fine of not less than ten thousand dollars (\$10,000) or more than twenty-five thousand dollars (\$25,000) and/or a term of imprisonment of not less than two (2) years or more than four (4) years.

XI. Continuing Affirmations.

A. Outstanding Liabilities.

1. To the best of its knowledge and belief, Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes or moneys due to the State of Ohio, any agency of the State of Ohio, or any political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or any agency of the State of Ohio for the administration or enforcement of the environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, any agency of the State of Ohio, or a political subdivision of the State of Ohio that are past due, whether the amounts owed are being contested in a court of law or not.
2. If Grantee owes any outstanding liability, liabilities or findings for recovery as described above in Section XI(A)(1), or if Grantee is aware or becomes aware of any outstanding liability, liabilities or findings for recovery owed by a Development Partner or any affiliate entities of a Development Partner, at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability, liabilities or findings for recovery.
3. Grantor shall not terminate this Agreement based solely on any outstanding liability or liabilities disclosed in accordance with Section XI(A)(1) or (2) above unless such liability or liabilities has or have a material impact on Grantee's ability to perform any or all of Grantee's duties or obligations under this Agreement.

4. This Section is not intended to require a Grantee or a Development Partner to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

B. Conflicts of Interest. No personnel of Grantee, any subcontractor of Grantee, or public official, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

C. Kickbacks. Grantee affirmatively covenants that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any Kickback nor will it provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any Kickbacks during the Term of this Agreement; and has not included, directly or indirectly, the amount of any Kickback in the estimated cost of this Project nor will include, directly or indirectly, the amount of any Kickback into any request for reimbursement. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Development Partner(s), including any legal affiliate(s) of Development Partner(s), contractor(s), and subcontractor(s) and Grantee will require Development Partner(s) to incorporate such requirements in all subcontracts for work performed in furtherance of this Agreement.

D. Adherence to Federal, State, and Local Laws, Regulations.

1. Grantee agrees to comply with all applicable federal, state, and local laws related to Grantee's performance of the obligations of this Agreement including applicable competitive bidding requirements. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

2. In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee

understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

E. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Development Partner(s), including any legal affiliates of Development Partner(s), contractor(s), and subcontractor(s) for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require Development Partner(s) to incorporate such requirements in all subcontracts for such work.

F. Prevailing Wages. In accordance with O.R.C. Chapter 4115, construction projects involving moneys allocated from the Clean Ohio Revitalization Fund shall require the recipient of the funds to pay prevailing wage rates for workers involved in any construction activity on the Project. It shall be the responsibility of Grantee to comply with all prevailing wage requirements. The Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, will make all determinations on the requirements of paying prevailing wages. If the Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, determines that prevailing wage rates are to be paid, then pursuant to O.R.C. §4115.032, Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator.

G. Records, Access and Maintenance.

1. Grantee shall establish and maintain for at least five (5) years from the Project Completion Date or termination of this Agreement such records as are required by Grantor, including but not limited to, financial reports, supporting documentation for disbursement requests, and all other relevant information.
2. Pursuant to O.R.C. §9.66(B), Grantee also authorizes Grantor to inspect the personnel records or corporate financial statements of Grantee, including tax records and other similar information not open to public inspection.
3. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Grantor shall require a review of the records related to the Project, Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

4. Grantee will incorporate the requirements of these paragraphs above in all of its respective contracts or agreements with Development Partner(s), including any legal affiliates of Development Partner(s).

H. Audits and Inspections. At any time during normal business hours upon written notice and as often as Grantor may deem necessary, Grantee shall make available to Grantor, for examination, and to appropriate state agencies or officials, access to the Project Property, and all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Development Partner(s), including any legal affiliates of Development Partner(s).

- I. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code Section 2909.33.

XII. Termination.

- A. If, as determined by Grantor, Grantee has failed to perform satisfactorily any requirements of this Agreement, or if Grantee is in violation of any provision of this Agreement, or any provisions of any other agreement entered into by and between Grantor and/or the State of Ohio and Grantee, or upon just cause, Grantor may:

1. Terminate the Agreement after providing Grantee with written notice, in accordance with the notice provisions of Section III of this Agreement, of its failure to perform satisfactorily any requirement of this Agreement. The Notice shall provide Grantee with a thirty (30) day period to cure any and all defaults under this Agreement unless Grantee has already been accorded thirty (30) days to cure the stated issue. During the thirty (30) day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor, which are necessary to enable Grantee to continue its operation and achieve compliance as set forth in the Notice; or

2. Immediately terminate the Agreement.

- B. If Grantor terminates this Agreement, then Grantee shall pay to Grantor, for repayment to the Clean Ohio Assistance Fund, all Funds provided to Grantee unless Grantor directs otherwise. Grantee shall pay this amount to Grantor no later than thirty (30) days after written notification by Grantor to Grantee.

XIII. Forbearance Not a Waiver.

No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

XIV. Certification of Funds.

None of the rights, duties and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to, section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

XV. No Changes.

Grantee acknowledges by its signature of this Agreement that there have been no changes in the Application as finally submitted to the Grantor, property ownership, or other conditions of the property or Project since the date the Grantor awarded the Funds. If the Project changes, Grantee shall notify Grantor immediately.

XVI. Miscellaneous.

- A. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- B. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- C. Entire Agreement. This Agreement and its attachments and any documents referred to herein, including the Application, constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- D. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- E. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the statutes, policies and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement. All amendment requests and notifications must be received a minimum of thirty (30) days prior to any disbursement submission that includes the proposed change(s).

1. A budget amendment is required when a Grantee wishes to reallocate more than ten percent (10%) of the funds in any one line item of greater than ten thousand dollars (\$10,000) in the approved budget. Reallocation of less than ten percent (10%) of the funds in a line item of greater than ten thousand dollars (\$10,000) requires written notification from the Grantee to the Grantor;
 2. A budget amendment is required when adding a new budget line item of greater than five thousand dollars (\$5,000), or five percent (5%) of the grant whichever is less. Addition of a new budget line item of less than five thousand dollars (\$5,000) or five percent (5%) of the grant requires written notification from the Grantor to the Grantee;
- F. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- G. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- H. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor which shall not be unreasonably withheld.
- I. Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only Grantee, but to its successors and assigns.

[Balance of page left intentionally blank]

XVII. Signatories.

The parties hereto have caused this Grant Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth below.

GRANTEE:

CITY OF MASSILLON

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTOR:

**STATE OF OHIO
OHIO DEPARTMENT OF DEVELOPMENT**

**Lisa Patt-McDaniel
Director**

By: _____

Printed Name: _____

Title: _____

Date: _____
Effective Date of Agreement

Attachments:

- A – Scope of Work
- B – Contingent Activities Required
- C – Sources of Funds
- D - Certification of No Outstanding Liabilities

ATTACHMENT A

City of Massillon
Former Republic Steel Facility

Scope of Work

1. Project Description

The City of Massillon (City) has requested \$300,000 in Clean Ohio Assistance Fund (COAF) assistance to conduct a Phase II Environmental Assessment on the former Republic Steel Facility (Project Property) located at 410 Oberlin Avenue Southwest, Massillon, Ohio. The Project Property is comprised of three parcels, totaling 332 acres along the Tuscarawas River.

The Project Property has been used for industrial purposes since at least 1913. Massillon Rolling Mill began producing stainless steel products around 1913 on the northeast portion of the Project Property. A coke plant was constructed on the southern portion of the Project Property in the 1920s and operated until 1981. A slag dump on the southeast corner of the Project Property accepted various steel plant wastes prior to 1980. Throughout its history the steel plant was owned by various entities including Central Steel Company, Lukens Inc., Mercury Steel, Republic Steel, and Mercury Stainless. Steel production ceased around 2002. PSR Development Ltd. purchased the Project Property in 2004. All of the buildings have been razed, and the Project Property is currently vacant.

The City and owner, PSR Development Ltd., intend to assess and cleanup the Project Property to commercial and industrial standards with the goal of attracting a new business entity to the site. The Project Property is strategically located along the south gateway to the City and has easy access to various modes of transportation. COAF assistance will be used to finance a Phase II Environmental Assessment to determine the environmental suitability of the Project Property and the possible need for any remediation.

The Phase II Environmental Assessment will include the installation of 184 soil borings (up to 10 feet) and 30 wells (up to 25 feet), as well as data evaluation and reporting.

The grantee deliverable to the Ohio Department of Development will be One (1) original and one (1) electronic copy of a signed VAP compliant Phase II Site Assessment report.

2. Legal Description and Map of the Property (A3-A7)

The subject property is identified on the legal description and attached oversize map.

3. Cost Breakdown By Category (A8)

The scope of work includes all activities listed herein and found in the application as approved on March 1, 2010.

NICHOLS FIELD SERVICES, INC.

Instr: 200403030015407
P: 11 of 17 F: \$148.00 03/09/2004
Rick Campbell Stark County Recorder 3:51PM DEED
T200403030015407

CANTON OFFICE
7 Fremont Place, SW
Janion, OH 44706
(330) 453-6688

Republic Technologies International
Massillon Hot Rolled Plant Proper

CADIZ BRANCH
P.O. Box 414
Cadiz, OH 43907
(740) 968-2117
Fax: (740) 968-0114
Toll Free: 1-866-968-2117

Instr: 200403030015407
P: 11 of 17 F: \$148.00 03/09/2004
Rick Campbell Stark County Recorder 3:51PM DEED
T200403030015407

TOTAL
331.5152 Acres

Known as and being Massillon Works Parcel #4 323.3086 acres recorded in O.R. 880 Page 692 (Page 661) and 8.221 acre former Penn Central Realty tract recorded in O.R. 1371 Pg. 125, NKA Outlots #665 (P.B. 59, Pg. 47) and #515 (P.B. 42, Pg. 16) and a portion of 9th Street S.W. annexed in P.B. 59 Pg. 47, but not numbered, located in the City of Massillon, Stark County, Ohio. Bounded and described as follows:

Beginning for reference at a 1" stainless steel bar found marking the centerline of Albrecht St. S.W. and the Northwest corner of Outlot 515 in said City of Massillon being the True Place of Beginning of the tract herein described; thence proceeding along the following 74 courses:

S 85°32'32" E 519.49 feet along said Albrecht St. S.W. centerline to a Railroad spike set at the Northwest corner of a 16.32 acre tract now or formerly owned by Ohio Edison Company (D.V. 2174, Page 377) thence along said 16.32 acre tract the following 6 courses

S 05°51'06" W 545.00 feet to a #5 rebar 30" long bearing a cap imprinted NGN #5586 found; thence

S 85°32'32" E 203.42 feet to a #5 rebar found (#5586 unless noted); thence

S 05°51'06" W 658.65 feet to a 1" iron pipe found bearing a cap H & A LTD; thence

S 85°40'46" E 500.13 feet to a #5 rebar found (H&A LTD); thence

N 05°41'04" E 1202.37 feet to a #5 rebar found; thence

N 85°32'32" W 116.17 feet along the North line of said 16.32 acre tract to a Railroad spike found marking the intersection of the centerlines of said Albrecht St. S.W. and 9th Street, SW; thence

N 04°28'21" E 15.06 feet to a railroad spike found on the old West Right-of-Way of said 9th Street, SW; thence

N 23°58'16" E 932.16 feet along said old West Right-of-Way of said 9th Street SW to a #5 rebar found; thence continuing along said old West Right-of-Way

Engineering • Surveying • Structural Designs & Inspections

Instr: 200403080015467 03/09/2004
P: 12 of 17 F: \$140.00 2: 61PM DEED
Rick Campbell
Stark County Recorder T20040008906

Instr: 200405050031524 05/05/2004
P: 12 of 17 F: \$162.00
Rick Campbell 10:28AM DEED
Stark County Recorder T20040019504

Page 2 of 6
Massillon Hot Rolled
331.5152 Acres

N 26°38'14" E 2343.95 feet along said old West Right-of-Way line of said 9th Street SW and along the East line of the lands now or formerly owned by Ohio Paper Products Co. (D.V. 3949 Page 734) to a 5/8" iron bar found at the intersection of the old West Right-of-Way and the centerline of 9th St. S.W.; thence

N 08°38'26" E 354.35 feet along the centerline of said 9th St. S.W. to a Railroad spike found; thence

N 89°57'19" E 1070.35 feet along the South line of the lands now or formerly owned by the Massillon Development Foundation, Inc. (O.R. 233 Page 321) to a #5 rebar found; thence

N 64°29'19" E 373.00 feet along the South line of the lands now or formerly owned by the First Savings & Loan Co. of Massillon (O.R. 279 Page 233) to a #5 rebar found at the Point of a curve to the right; thence along said Railroad curve and being the South line of said First Savings & Loan Co. Of Massillon lands,

Having an arc length of 288.11 feet, a radius of 1159.31 feet, a delta of 14°14'21", a chord bearing and distance of N 71°36'18" E 287.37 feet, a degree of curve of 04°56'38" and a tangent of 144.80 feet to a #5 rebar found; thence

N 78°43'17" E 469.52 feet along said South line of said First Savings & Loan Co. of Massillon to a #5 rebar found at a point to curve to the Left; thence along said Railroad curve

Having an arc length of 34.57 feet, a radius of 941.87 feet, a delta of 02°06'10", a chord bearing and distance of N 77°40'08" E 34.57 feet, an a degree of curve of 06°05'10", and a tangent of 17.29 feet to a #5 rebar found; thence

S 33°42'24" W 640.61 feet along the West line of the lands now or formerly owned by the Consolidated Rail Corporation (D.V. 901 Page 423) to a 1/2" iron bar found bearing a cap H & A; thence proceeding along said railroad yard

S 01°12'24" W 142.66 feet along said West line of said Consolidated Rail Corporation to a 1/2" rebar found bearing a cap H & A being on a West line of the lands now or formerly owned by Lukens Steel (O.I.R. 97023825); thence along said Lukens Steel lands the following 30 courses, all 1/2" rebars found bear a cap imprinted H & A LTD; thence

N 56°18'39" W 142.87 feet to a 1/2" rebar found; thence

Instr: 200403080515467
P: 12 of 17 F: \$162.00 06/06/2004
Rick Campbell 16:28 AM DEED
Stark County Recorder T200403080515467

Instr: 200403080515467
P: 12 of 17 F: \$162.00 06/06/2004
Rick Campbell 16:28 AM DEED
Stark County Recorder T200403080515467

Page 3 of 6
Massillon Hot Rolled
331.5152 Acres

S 33°41'22" W 195.00 feet to a ½" rebar found; thence
S 56°18'37" E 226.33 feet to a ½" rebar found; thence
S 12°45'50" W 384.97 feet to a ½" rebar found; thence
S 74°46'47" E 130.85 feet to a ½" rebar found; thence
S 15°14'14" W 116.62 feet to a ½" rebar found; thence
S 28°25'23" W 549.94 feet to a ½" rebar found; thence
S 38°50'00" W 137.99 feet to a ½" rebar found; thence
S 28°09'14" W 651.53 feet to a ½" rebar found; thence
S 47°29'35" E 440.54 feet to a Railroad spike found; thence
N 37°38'59" E 889.05 feet to a ½" rebar found; thence
N 33°45'05" E 863.94 feet to a ½" rebar found; thence
N 46°52'21" E 22.81 feet to a ½" rebar found; thence
N 78°50'56" E 215.33 feet to a ½" rebar found; thence
N 28°03'51" E 76.71 feet to a ½" rebar found; thence
N 10°56'48" W 231.08 feet to a Railroad spike found; thence
N 33°22'02" E 641.39 feet to a ½" rebar found; thence
S 61°48'08" E 247.10 feet to a Railroad spike found; thence
S 28°09'03" W 40.25 feet to a Railroad spike found; thence
S 34°34'39" W 44.72 feet to a Railroad spike found; thence
S 61°27'34" E 80.80 feet to a Railroad spike found; thence

Instr: 2804080031524 05/05/2004
P: 14 of 17 F: \$162.00
Rick Campbell 10:28 AM DEED
Stark County Recorder T2804080031524

Instr: 28040800315487 03/09/2004
P: 14 of 17 F: \$148.00
Rick Campbell 01:51 PM DEED
Stark County Recorder T28040800315487

Page 4 of 6
Massillon Hot Rolled
331.5152 Acres

S 27°36'04" W 23.98 feet to a ½" rebar found; thence

S 62°06'24" E 35.76 feet to a ½" rebar found; thence

N 28°04'02" E 3.00 feet to a ½" rebar found; thence

S 61°55'58" E 18.00 feet to a ½" rebar found; thence

S 28°04'02" W 4.00 feet to a ½" rebar found; thence

S 61°55'58" E 151.61 feet to a Railroad spike found; thence

S 30°19'11" E 202.93 feet to a Railroad spike found; thence

S 00°19'26" E 50.23 feet to a Railroad spike found; thence

S 76°02'01" E 175.25 feet to a #5 rebar found on the West Right-of-Way of the lands now or formerly owned by the R.J. Corman Railroad and being the westerly line of Outlot 674; thence along the West Right-of-Way of said Railroad and West line of said Outlot 674, the next 20 courses, along a railroad curve to the right

Having an arc length of 2422.00 feet, a radius of 3036.54 feet, a delta of 45°42'00", a chord bearing and distance of S 40°50'48" W 2358.30 feet, a degree of curve of 01°53'13", and a tangent of 1279.56 feet to a #5 rebar found; thence

S 63°41'49" W 122.90 feet to a #5 rebar found; thence

N 12°23'09" W 35.60 feet to a #5 rebar found; thence

S 58°32'18" W 85.00 feet to a #5 rebar found; thence

S 30°55'11" E 27.00 feet to a #5 rebar found; thence

S 63°41'49" W 33.80 feet to a #5 rebar found; thence

S 63°40'14" W 1281.60 feet to a #5 rebar found at a Point of Curve to the left; thence along said railroad curve

Having an arc length of 375.09 feet, a radius of 1796.41 feet, a delta of 11°57'48", a chord bearing and distance of S 57°41'14" W 374.41 feet, a degree of curve of 03°11'23", and a tangent of 188.23 feet to a #5 rebar found; thence

Instr: 200403090015487 03/09/2004
P: 15 of 17 P: \$148.00 3:51PM DEED
Rick Campbell
Stark County Recorder T20040019504

Instr: 200403090015524 03/09/2004
P: 16 of 17 P: \$152.00 10:28AM DEED
Rick Campbell
Stark County Recorder T20040019504

Page 5 of 6
Massillon Hot Rolled
331.5152 Acres

S 51°42'14" W 421.30 feet to a #5 rebar found at a Point of Curve to the left; thence along said railroad curve

Having an arc length of 520.57 feet, a radius of 980.06 feet, a delta of 30°26'00", a chord bearing and distance of S 44°05'44" W 514.47 feet, a degree of curve of 05°50'55", and a tangent of 266.58 feet to a #5 rebar found; thence

S 36°29'14" W 769.44 feet to a 1" stainless steel bar found in concrete; thence

S 43°22'09" W 344.93 feet to a #5 rebar found; thence

S 26°33'50" W 434.90 feet to a 1" stainless steel bar found in concrete; thence

S 20°53'15" W 215.93 feet to a 1" stainless steel bar found in concrete; thence

N 81°31'10" W 43.05 feet to a #5 rebar found; thence

S 10°36'22" W 70.20 feet to a ¾" iron pipe found; thence

S 09°42'42" W 60.97 feet to a #5 rebar found at a Point of curve to the left; thence along said railroad curve

Having an arc length of 297.33 feet, a radius of 1135.30 feet, a delta of 15°00'20", a chord bearing and distance of S 01°49'25" W 296.48 feet, a degree of curve of 05°02'54", and a tangent of 149.52 feet to a ¾" iron pipe found; thence

S 04°13'03" E 186.48 feet to a badly deteriorated ¾" iron pipe found at a Point of curve to the left; thence along said railroad curve

Having an arc length of 660.95 feet, a radius of 2271.26 feet, a delta of 16°40'24", a chord bearing and distance of S 11°19'18" E 658.62 feet, a degree of curve of 02°31'22", and a tangent of 332.83 feet to a 1" stainless steel bar found; thence

S 70°51'27" W 139.66 feet to a stainless steel bar found on the East line of the lands now or formerly owned by T. & C. Swisher (O.I.R. 96068715); thence

N 11°40'55" W 770.94 feet to a ¾" stainless steel bar found at the Southeast corner of the lands now or formerly owned by D. Hendricks, etal O.I.R. 95059849; thence

Instr: 200403050015457 06/06/2004
P: 16 of 17 F: \$182.00 10:28 AM DEED
Rick Campbell Stark County Recorder T20040019504

Instr: 200403050015457 03/08/2004
P: 16 of 17 F: \$148.00 3:51 PM DEED
Rick Campbell Stark County Recorder T20040009906

Page 6 of 6
Massillon Plot Rolled
331.5152 Acres


N 43°36'53" W 819.52 feet along said Hendricks lands to a #5 rebar found on the South Section line of Section 19, Perry Township; thence

N 36°05'52" W 740.63 feet along said Hendricks lands to a bent 1" iron bar found; thence

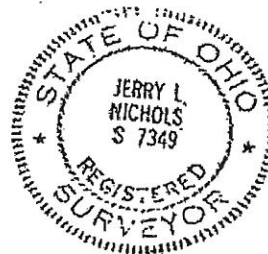
N 80°48'32" W 404.40 feet along the North line of said Hendricks lands to a #5 rebar found at the Southeast corner of the lands now or formerly owned by J. & M. Havenstein (D.V. 3440 Pages 43-45); thence

N 05°51'06" E 1635.47 feet along the East line of said Havenstein lands and along the East line of the lands now or formerly owned by P. Eber (O.R. 825 Page 735) the East line of the lands now or formerly owned by A. Ashburn (O.R. 1739 Page 651) and along the East line of the lands now or formerly owned by T. & J. Phillips (O.L.R. 96027841) to the True Place of Beginning.

The above described tract contains 331.5152 acres of land more or less of which 310.9495 acres are in Outlot #665, 17.4394 acres are in Outlot #515, and 3.1627 acres are in Ninth St. SW, 0.1788 acres are in Albrecht St. SW as surveyed by Nichols Field Services, Inc. under the supervision of Jerry L. Nichols, Registered Professional Surveyor #7349 in December of 1998 and is subject to all legal highways and easements of record. The basis of bearing for this document is the North line of Outlot 588 from a NFSI survey for Republic Engineered Steels, Inc. dated 12/03/93 bearing S 86°22'00" E.


Jerry L. Nichols
Registered Professional Surveyor #7349

03/02/04



"Deed checked for tract description only" for STARK COUNTY ENGINEER
MAR 08 2004
by STARK COUNTY AUDITOR _____ Deputy

2009-A-020 City of Massillon Former Republic Steel Facility				
Category	Item	COAF Funds Unit Price	Quantity	Project Total
Assessment	Sampling and Field Work			
Labor Cost	Phase II Investigation	\$ 29,050.00	1	\$ 29,050.00
Labor Cost	Slug Test	\$ 4,200.00	1	\$ 4,200.00
	Drilling (Geoprobe)	\$ 47,250.00	1	\$ 47,250.00
	Geotechnical Material Characterization	\$ 3,500.00	1	\$ 3,500.00
	Soil Gas Investigation	\$ 7,050.00	1	\$ 7,050.00
	Survey Borings/Wells	\$ 4,000.00	1	\$ 4,000.00
	Investigative Waste Disposal	\$ 12,000.00	1	\$ 12,000.00
	Equipment, Supplies, Travel			
	Equipment and Mileage	\$ 1,800.00	1	\$ 1,800.00
	Analytical			
	Laboratory Analysis	\$ 104,261.00	1	\$ 104,261.00
	Report Preparation			
Labor Cost	Data Evaluation and Modeling	\$ 18,000.00	1	\$ 18,000.00
Labor Cost	Risk Evaluation	\$ 3,500.00	1	\$ 3,500.00
Labor Cost	Report Preparation	\$ 43,500.00	1	\$ 43,500.00
	Contingency	\$ 21,889.00	1	\$ 21,889.00
Project Total				\$ 300,000.00

ATTACHMENT B

Completion of Additional Activities

City of Massillon
Former Republic Steel Facility

NOT APPLICABLE

ATTACHMENT C

Sources and Uses of Funds

City of Massillon
Former Republic Steel Facility

Source	Use	Amount
Clean Ohio Assistance Fund	Phase II Assessment	\$ 300,000
Total Funds		\$ 300,000

ATTACHMENT D

Certification of No Outstanding Liabilities

I certify that the [Grantee/Co-Applicant and any legal affiliate of Co-Applicant] (*circle one*) does not owe: (1) any delinquent taxes or moneys due to the United States of America federal government ("federal government"), any state, territory, or district of America, or a political subdivision of any such state, territory, or district; (2) any moneys to any federal government, state, territory, or district agency for the administration or enforcement of any environmental laws; and (3) any other moneys to the federal government, a state, territory, or district, or an agency or a political subdivision of any such state, territory, or district that are past due, whether the amounts owed are being contested in a court of law or not.

By signing below, I acknowledge awareness and understanding of Ohio Revised Code section 2921.13(A)(3), (4), and (7) which prohibit me from knowingly filing a false statement and which are misdemeanors of the first degree punishable by a fine of not more than \$1,000 and/or imprisonment of not more than six months and which subject me to civil liability (O.R.C. section 2921.13(E) and (F)).

Certification containing original signature must be submitted. Facsimile and/or Signature Stamps are not acceptable.

Signature of Authorized Representative

Date

Typed/Printed Name and Title

DATE: MAY 3, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

Passed

ORDINANCE NO. 62 - 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 Street Resurfacing Project in the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 Street Resurfacing Project in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 Street Resurfacing Project in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the 2010 Street Resurfacing Project, Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: MAY 3, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 63 - 2010

passed

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 CDBG-R Target Neighborhood Street Resurfacing Project in the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 CDBG-R Target Neighborhood Street Resurfacing Project in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2010 CDBG-R Target Neighborhood Street Resurfacing Project in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the 2010 CDBG-R Target Neighborhood Street Resurfacing Project, Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: MAY 3, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.64 – 2010

BY: FINANCE COMMITTEE

Passed

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Park & Recreation Fund, General Fund and the Economic Development Fund, for the year ending December 31, 2010, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Park & Recreation Fund, for the year ending December 31, 2010, the following:

\$50,000.00 to an account entitled "Contracted Services" 1234.505.2392

\$10,000.00 to an account entitled "Refunds – Park" 1234.505.2720

Section 2:

There be and hereby is appropriated from the unappropriated balance of the General Fund, for the year ending December 31, 2010, the following:

\$20,000.00 to an account entitled "Income Tax Refunds" 1100.210.2720

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2010, the following:

\$2,000.00 to an account entitled "Services/Contracts" 1237.845.2392

Section 4:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.